



# SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department

P. O. Box 27581

Richmond, Virginia 23261

LEONARD G. ANDERSON

VICE PRESIDENT AND TREASURER

9539

RECORDATION NO.

Filed & Recorded

July 11, 1978

JUL 12 1978 -4 10 PM

8-193A090

JUL 12 1978

Date

Fee \$ 50.00

CC Washington, D. C

FEE OPERATION BR.1

JUL 12 4 07 PM '78

RECEIVED

Mr. H. G. Homme, Jr.  
Acting Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Mr. Homme:

I am enclosing for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, counterparts Nos. 1 through 5 of a Transfer Agreement, dated as of June 1, 1978, described in detail below. Such document by its terms provides that each counterpart shall be deemed an original and, accordingly, counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the Transfer Agreement

(a) Transferor - The Connecticut Bank and Trust Company, One Constitution Plaza, Hartford, Connecticut 06115

(b) Transferee - First Security Bank of Utah, N.A., 79 South Main Street, Salt Lake City, Utah 84111

2. Description of the equipment

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>To be selected from Series bearing SCL Road Numbers</u>
Woodchip hopper cars	70-ton	HTS	200	684300/684899
Box cars	50' 55-ton	XL	500	821000/821699

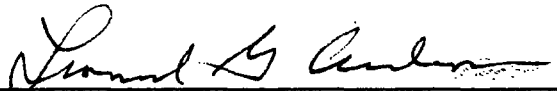
Mr. H. G. Homme, Jr. - 2

Counterparts Nos. 2 - 5 of the above mentioned document should be returned to Mr. K. K. Hyers, representing the undersigned, 1000 Connecticut Avenue, N.W., Washington D. C. 20036.

I am enclosing this company's check in the amount of \$50.00 made payable to the Commission covering the recordation fee for the above mentioned document.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By   
Leonard G. Anderson  
Vice President and Treasurer

TRANSFER AGREEMENT

As of June 1, 1978

First Security Bank of Utah, N.A.,  
not in its individual capacity  
but solely as Agent,  
79 South Main Street,  
Salt Lake City, Utah 84111.

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UNITED STATES COMMERCE COMMISSION

Attention of Trust Division,  
Corporate Trust Department.

The undersigned, acting as Trustee under a Trust Agreement dated as of June 1, 1978, with Michigan National Leasing Corporation, proposes to acquire the used rail-road equipment described in Annex I hereto (hereinafter called the Hulks) from Seaboard Coast Line Railroad Company (hereinafter called the Builder) and desires to have such Hulks reconstructed. The undersigned hereby agrees with you as follows:

1. In order to cause the Hulks to be reconstructed and sold to us by you on conditional sale, the undersigned hereby assigns and transfers to you (WITHOUT ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO TITLE, FITNESS, MERCHANTABILITY OR WORKMANSHIP) security title to the Hulks.

2. You will hold security title under and pursuant to the Reconstruction and Conditional Sale Agreement dated as of the date hereof (hereinafter called the Agreement), among you, the Builder and us, and you will request that the Hulks be reconstructed, pursuant thereto in accordance with the specifications referred to in Schedule A thereto. In accordance with the Agreement the undersigned will cause the Hulks to be delivered to the Builder on your behalf.

3. Upon completion of the reconstruction, the reconstructed Hulks will be delivered and conditionally sold by you to us in accordance with the Agreement.

4. If Hulks are excluded from the Agreement you shall release and reassign to us your security interest in such Hulks, without warranty.

5. It is understood and agreed that this Agreement is being entered into solely to permit you to effectuate the foregoing and your interests in the Hulks, in present form or as reconstructed, is a security interest and that we shall at all times be the owner of the same. It is further understood and agreed that we shall have no personal liability under this Agreement, our obligations being solely as set forth in that certain Participation Agreement dated as of the date hereof, among us, the Builder and the other parties thereto, and the other agreements annexed to such Participation Agreement.

6. It is understood and agreed that this Agreement may be executed by you and us in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

If the foregoing is in accordance with your understanding, please sign each of the enclosed counterparts of this letter in the space provided and return one counterpart to us.

Very truly yours,

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity but solely as Trustee,

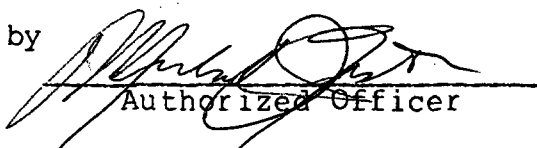
by

  
Authorized Officer

[CORPORATE SEAL]

Attest:

by

  
Authorized Officer

ACCEPTED:

FIRST SECURITY BANK OF UTAH, [Seal]  
N.A., not in its individual  
capacity but solely as Agent, Attest:

by

\_\_\_\_\_  
Authorized Officer

by

\_\_\_\_\_  
Authorized Officer

STATE OF CONNECTICUT, )  
 ) ss.:  
COUNTY OF HARTFORD, )

On this 10th day of July 1978, before me personally appeared Donald E. Smith, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.

Barbara S. Kacich

Notary Public

**BARBARA S. KACICH**

**NOTARY PUBLIC**

MY COMMISSION EXPIRES MARCH 31, 1982

[NOTARIAL SEAL]

My commission expires

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this                    day of July 1978, before me personally appeared                    , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that the seal affixed to the foregoing instrument is the seal of said national banking association and that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said national banking association.

Notary Public

[NOTARIAL SEAL]

My commission expires

## TRANSFER AGREEMENT

## ANNEX I

<u>Quantity</u>	<u>Description</u>	<u>To Be Selected from Series Bearing Road Numbers</u>
500	50' 55-ton Box Cars	SCL 821000/821699
200	70-ton Woodchip Hopper Cars	SCL 684300/684899